

**A RESOLUTION OF THE COMMON COUNCIL
REQUESTING THE LEASING OF MUNICIPAL
FACILITIES AND TAKING OTHER ACTION
REGARDING THE PROPOSED LEASE.**

WHEREAS, there have been prepared drawings, plans, specifications and estimates for the cost of municipal facilities, including equipment and the site and appurtenances thereto, consisting of improvements and expansions to the Wallace and Murray Streets municipal complex, the acquisition, construction and renovation of an Animal Control Department building, and the construction of two new fire stations; and

WHEREAS, there has been prepared and submitted to the Common Council a form of Master Lease for the purpose of leasing such facilities; and

WHEREAS, the Common Council now finds that a need exists for such facilities to serve residents of the City, and that the City cannot provide the necessary funds to pay the costs of the municipal facilities to meet such needs; and

WHEREAS, it is in the best interests of the City and its citizens and it is deemed desirable to proceed with all steps looking toward the acquisition, construction, renovation, improvement, expansion and equipping of such facilities by the Fort Wayne Municipal Building Corp., a non-profit corporation ("Corporation"), and the leasing of such facilities by the Corporation to the City under an arrangement whereby the City will own each leased facility at the end of the lease financing with respect to each such facility; and

WHEREAS, the Corporation has been organized for the purpose of acquiring, owning and holding land, structures, equipment and appurtenances used in connection with the operation of the City for lease to the City; and

WHEREAS, drawings, plans and specifications for the facilities have been or will be submitted to the agencies designated by law to pass on plans and specifications for such facilities; and

WHEREAS, it now appears to the Common Council that the leasing of said facilities will provide for necessary facilities and that the proposed Master Lease and addendum thereto submitted to the Common Council with the Corporation as lessor provides for a fair and reasonable rental.

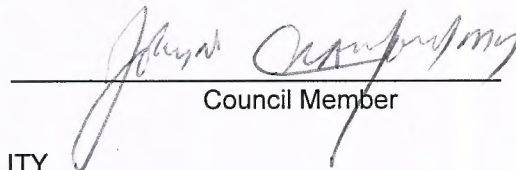
**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE
CITY OF FORT WAYNE, INDIANA:**

1 **SECTION 1.** Need exists for the acquisition, construction, renovation, improvement,
2 expansion and equipping of such facilities and such facilities cannot be acquired,
3 constructed, renovated, improved, expanded and equipped from any funds available to the
4 City, and the Common Council shall proceed to take such steps as may be necessary to
5 secure the acquisition, construction, renovation, improvement, expansion, equipping and
6 leasing of such facilities as provided by Indiana Code 36-1-10.

7 **SECTION 2.** The terms and conditions of the proposed form of Master Lease and
8 addendum thereto are approved and agreed to as the basis for a hearing as required by law,
9 and such hearing shall be held by the Common Council upon the necessity for the execution
10 of such Master Lease and addendum thereto and whether the lease rental provided therein is
11 a fair and reasonable rental for said projects prior to the final determination of such questions
12 so that the Common Council may determine whether to execute such Master Lease and
13 addendum thereto as now written or as modified hereafter by agreement of the parties prior
14 to execution, and said hearing is hereby called to be held at 5:30 p.m. on July 22, 1997 at the
15 same place as this meeting.

16 **SECTION 3.** The City Clerk is hereby authorized and directed to publish notice of
17 such hearing as required by law.

18 **SECTION 4.** That this Resolution shall be in effect from and after its passage and
19 any and all necessary approval by the Mayor.

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Council Member

APPROVED AS TO FORM AND LEGALITY

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J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Crawford,
and duly adopted, read the second time by title and referred to the Committee on
Finance, (and the City Plan Commission for recommendation)
and Public Hearing to be held after due legal notice, at the Common Council Conference
Room 128, City-County Building, Fort Wayne, Indiana, on _____,
the _____ day of _____, 19____, at _____
o'clock _____ M., E.S.T.

DATED: 7-8-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Crawford,
and duly adopted, placed on its passage. PASSED LOST
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS	<u>✓</u>			
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY				<u>✓</u>
LUNSEY	<u>✓</u>			
RAVINE				<u>✓</u>
SCHMIDT	<u>✓</u>			

DATED: 7/8/97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,
as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____ (SPECIAL) _____

(ZONING) _____ ORDINANCE _____ RESOLUTION NO. R-38-97
on the 8th day of July, 1997

ATTEST: Sandra E. Kennedy SEAL DD Schmidt
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the
9th day of July, 1997,
at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 9th day
of July, 1997, at the hour of 6:20
o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

THIS ADDENDUM (the "Addendum") entered into as of this _____ day of _____, 1997, between Fort Wayne Municipal Building Corp., an Indiana corporation (the "Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Master Lease with the Lessee dated as of _____, 1997 (the "Master Lease"); and

WHEREAS, it is provided in the Master Lease the Lessor and the Lessee may enter into one or more addenda which (1) describe certain real estate, buildings located, or to be located, on such real estate, and/or systems to be leased by the Lessor to the Lessee and defined in the Master Lease as the Premises, (2) sets forth the lease term with respect to such real estate, buildings and/or systems, and (3) sets for the rental payments to be paid the Lessee with respect to such real estate, buildings and/or systems.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that in consideration of the mutual covenants herein contained and in the Master Lease, the undersigned hereby agree as follows:

1. PREMISES, TERM AND WARRANTY.

(a)(i) The Lessor does hereby lease, demise and let to the Lessee certain real estate in Fort Wayne, Indiana, described in Appendix A attached hereto and made a part hereof, improvements to a municipal complex, an Animal Control Department facility, and two new fire stations to be acquired, constructed, renovated and expanded thereon by the Lessor according to plans and specifications prepared for the Lessor and the furnishings, equipment and appurtenances to such buildings (such real estate, building and furnishings, equipment and appurtenances shall be included in the term Premises as used in the Master Lease), to have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging, for a term of eleven (11) years, beginning on the date a portion of the Premises described in this Addendum are complete and ready for use and/or occupancy.

(ii) Notwithstanding the foregoing, the term of this Addendum will terminate at the earlier of (x) the exercise by the Lessee of the option to purchase the Premises described in this Addendum and the payment of the option price, or (y) the payment or defeasance of all first mortgage bonds issued (i) to finance the cost of the Premises described in this Addendum, (ii) to refund such first mortgage bonds, (iii) to refund such first mortgage refunding bonds, or (iv) to improve the Premises described in this Addendum.

(iii) The date the Premises described in this Addendum are complete and ready for occupancy shall be endorsed on this Addendum at the end hereof in the form of Appendix D attached hereto by the parties hereto as soon as the same can be done after such date and such endorsement shall be recorded as an additional addendum to the Master Lease and this Addendum.

(b) The above-mentioned plans and specifications may be changed, additional construction work may be performed and additional equipment may be purchased by the Lessor, but only with the approval of the Lessee, and only if such changes, additional construction work or additional equipment do not alter the character of the Premises described in this Addendum or reduce the value thereof. Any such additional construction work or additional equipment shall be part of the property covered by the Master Lease. The above-mentioned plans and specifications have been filed with and approved by the Lessee.

2. RENTAL PAYMENTS.

(a) The Lessee agrees to pay rental for the Premises described in this Addendum at the rate specified on the Rental Schedule attached hereto as Appendix B. The first rental installment shall be due on the day that the Premises described in this Addendum are complete and ready for occupancy, or January 1, 1999, whichever is later, in an amount which provides for rental at the rate so specified from such date until the first January 1 or July 1 following such date. Thereafter, such rental shall be payable in advance in semi-annual installments on January 1 and July 1 of each year. The last semi-annual rental payment due before the expiration of this Addendum shall be adjusted to provide for rental at the rate so specified from the date such installment is due to the date of the expiration of this Addendum.

(b) After the sale of the Bonds issued to finance the project located on Premises described in this Addendum, the annual rental shall be reduced to an amount equal to the multiple of One Thousand and no/100 Dollars (\$1,000.00) next higher to the sum of principal and interest due in each twelve (12) month period commencing each year on January 1 plus Five Thousand and no/100 Dollars (\$5,000) payable in advance in semi-annual installments. Such amount of adjusted rental shall be endorsed on this Addendum at the end hereof in the form of Appendix C attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds issued to finance the project located on Premises described in this Addendum, and such endorsement shall be recorded as an additional addendum to the Master Lease and this Addendum.

3. OPTION TO PURCHASE.

(a) The Lessor hereby grants to the Lessee the right and option, on any date prior to the expiration of this Addendum, upon written notice to the Lessor, to purchase the Premises described in this Addendum at a price equal to the amount required to enable the Lessor to pay all indebtedness related to the Premises described in this Addendum, including the Bonds issued to finance the project located on the Premises described in this Addendum, with accrued and unpaid interest to the date on which such indebtedness will be redeemed and all premiums payable on the redemption thereof, and

to enable the Lessor to liquidate, if the Lessor is to be liquidated, by paying the expenses and charges of liquidation, and to pay the cost of transferring the Premises described in this Addendum.

(b) Upon request of the Lessee, the Lessor shall furnish an itemized statement setting forth the amounts required to be paid by the Lessee in order to purchase the Premises described in this Addendum in accordance with Section 3(a) hereof.

(c) If the Lessee exercises its option to purchase, it shall pay to the Trustee that portion of the purchase price which is required to pay the Bonds issued to finance the Premises subject to this Addendum, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to the Lessee a written statement that such amount will be sufficient to retire such Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

(d) The remainder of such purchase price shall be paid by the Lessee to the Lessor. Nothing herein or in the Master Lease contained shall be construed to provide that the Lessee shall be under any obligation to purchase the Premises described in this Addendum, or under any obligation in respect to any creditors or other security holders of the Lessor.

(e) Upon the exercise of the option to purchase granted herein, the Lessor will upon such payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in the Master Lease or this Addendum. In the event of purchase of the Premises described in this Addendum by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all tax payments required for the transfer of title.

4. PART OF MASTER LEASE.

This Addendum is executed and delivered pursuant to the Master Lease and is subject to the provisions of the Master Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first hereinabove written.

LESSEE

CITY OF FORT WAYNE, INDIANA

By: _____
_____, Mayor

ATTEST:

_____, _____

LESSOR

FORT WAYNE MUNICIPAL BUILDING
CORP.

By: _____
_____, President

ATTEST:

_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me as the Mayor and _____, respectively, of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing addendum for and on behalf of said municipal corporation.

WITNESS my hand and notarial seal this ____ day of _____, 1997.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Fort Wayne Municipal Building Corp., and acknowledged the execution of the foregoing addendum for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of _____, 1997.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

This instrument prepared by _____.

APPENDIX A
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

DESCRIPTION

**FORT WAYNE MUNICIPAL BUILDING CORPORATION
LEGAL DESCRIPTIONS**

EXHIBIT A

Fire Shop/Garage

305 Murray Street - combined with 307 Murray Street

Legal Description:

Lot A Hamiltons 5th & W 72 x 320.08 B/W Lot A & Lafayette Street

Sign Shop - Traffic Signal Shop

1730 South Lafayette Street - combined with 1710 South Lafayette Street

Legal Description:

Lots 33 to 35 88 to 90 Hamiltons 2nd Add

Street Maintenance - City Garage

1705 South Lafayette Street - combined with 1701 South Lafayette Street

Legal Description:

Lots 125 to 141 incl & Lots 152 to 165 incl & vac sts & alleys exc St Lewis Add

Street Lighting

335 Murray Street

Legal Description:

E 100 Ft x 320.08 B/W Lot A Hamiltons 5th Add & Lafayette St

Technical Services

1825 Lafayette Street

Legal Description:

S 20 Ft Lot 213 Lewis Add all Lots 214 215

Animal Care and Control

3200 Hillegas Road

Legal Description:

1 A NW Cor NW1/4 Sec 33 & Lots 1 thru 4 Ex Hwy & Lots 21 thru 25 Pierce Park &
½ Vac St Adj Lot 25 on S

Fire Station # 10**Crescent Avenue****Legal Description: Exhibit A**

Lot Number 43 except the South 5 feet thereof; and Lot Number 44, except that part appropriated for Anthony Boulevard-Crescent Avenue intersection right-of-way, together with Lots Numbered 45, 46, 47 and 48, all in Paramount Place Addition, the plat of which is recorded in Plat Book 12, page 68 in the Office of the Recorder of Allen County, Indiana, also together with that part of vacated Hazelwood Avenue, lying North of the aforesaid lots as vacated by Declaratory Resolution No. 904-1955, also together with that part of vacated Hazelwood Avenue, 60 feet wide, as opened by Declaratory Resolution 905-1955, and subsequently vacated by Declaratory Resolution No. 1071-1961, said part lying West of the Northerly projection of the East line of Lot Number 48 in said Paramount Place Addition, also together with parts of Lot Number 9 in St. Joseph Park Addition, the plat of which is recorded in Plat Book 3, page 68 in the Office of said Recorder, said parts also lying West of the Northerly projection of the East line of said Lot Number 48, all together being more particularly described as follows, to-wit:

BEGINNING on the Easterly right-of-way line of Crescent Avenue at a point situated 206.41 feet, South 39 degrees 42 minutes West (deed bearing and is used as the basis for the bearings in this description) from the point of intersection of said Easterly right-of-way line with the Southerly right-of-way line of Hazelwood Avenue as it presently exists, said point of beginning being also the Southwest corner of a 0.49 acre tract of land conveyed to Peoples Trust and Savings Company, as Parcel 2, by deed dated August 27, 1968 and recorded in Deed Record 712, pages 347-350 in the Office of the Recorder of Allen County, Indiana; thence South 36 degrees 02 minutes 02 seconds West on said Easterly right-of-way line, a distance of 57.43 feet to a point on said Easterly right-of-way line as described in Document Number 89-47513 in the Office of said Recorder; thence continuing on said Easterly right-of-way line, the following 4 courses: South 33 degrees 59 minutes 12 seconds West, 50.25 feet; South 28 degrees 23 minutes 14 seconds West, 50.99 feet, South 20 degrees 07 minutes 34 seconds West, 42.45 feet, and South 12 degrees 47 minutes 34 seconds West, 25.96 feet to the point of intersection of said Easterly right-of-way line with the Westerly extension of the South lines of aforesaid Lots Numbered 45, 46, 47 and 48 in Paramount Place Addition; thence South 89 degrees 56 minutes East, on said Westerly extension and the South lines of said Lots Numbered 45, 46, 47 and 48, a distance of 285.26 feet to the Southeast corner of said Lot Number 48, being also the Southwest corner of a 1.15 acre tract of land conveyed to Peoples Trust and Savings Company, as parcel I in aforesaid Deed Record 712, pages 347-350 in the Office of said Recorder; thence North 00 degrees 12 minutes 00 seconds West (recorded North 00 degrees 13 minutes West by adjoining deed), on and along the East line of said Lot Number 48 and the Northerly projection thereof, being also a Westerly line of said 1.15 acre tract, a distance 169.20 feet; thence South 88 degrees 57 minutes 40 seconds West, 140.00 feet; thence North 00 degrees 12 minutes 00 seconds West, 32.50 feet to the South line of said 0.49 acre tract; thence South 88 degrees 57 minutes 40 seconds West (recorded South 88 degrees 53 minutes 09 seconds West by adjoining deed), on said South line, 38.11 feet to the point of beginning, containing 1.00 acre of land, more or less.

Northeast Fire Station**Lahmeyer Property****Legal Description:**

Part of the Northeast Quarter of the Northeast Quarter of Section 27, Township 31 North, Range 13 East, in Allen County, Indiana, more particularly described as follows, to wit:

Beginning at the Southwest corner of the Northeast Quarter of said Northeast Quarter; thence Northerly, on and along the West line of the Northeast Quarter of said Northeast Quarter and within the right-of-way of Lahmeyer Road, a distance of 267.0 feet; thence Easterly, by a deflection angle right of 90 degrees 51 minutes and parallel with the South line of the Northeast Quarter of Said Northeast Quarter, a distance of 350.0 feet to a 5/8 inch rod; thence Southerly, by a deflection angle right of 89 degrees 09 minutes and parallel with said West line, a distance of 267.0 feet to the South line of the Northeast Quarter of said Northeast Quarter; thence Westerly, on and along said South line, a distance of 350.0 feet to the point of beginning, containing 2.145 acres of land, subject to legal right-of-way for Lahmeyer Road and subject to all casements of record.

This property is in Zone X, as the description plots by scale on Flood Insurance Rate Map No. 18003C 0285E, effective February 16, 1995.

APPENDIX B
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

LEASE RENTAL SCHEDULE

City of Fort Wayne, Indiana
Lease Payments

<u>Date</u>	<u>Debt Service (1)</u>	<u>Annual Lease Payments</u>	<u>Semi-Annual Lease Payment</u>
1/1/99	361,915.00	362,000.00	362,000.00
7/1/99			882,000.00
1/1/00	1,763,830.00	1,764,000.00	882,000.00
7/1/00			886,000.00
1/1/01	1,771,355.00	1,772,000.00	886,000.00
7/1/01			887,500.00
1/1/02	1,774,195.00	1,775,000.00	887,500.00
7/1/02			889,000.00
1/1/03	1,777,220.00	1,778,000.00	889,000.00
7/1/03			890,500.00
1/1/04	1,780,010.00	1,781,000.00	890,500.00
7/1/04			891,500.00
1/1/05	1,782,130.00	1,783,000.00	891,500.00
7/1/05			892,000.00
1/1/06	1,783,130.00	1,784,000.00	892,000.00
7/1/06			891,500.00
1/1/07	1,782,545.00	1,783,000.00	891,500.00
7/1/07			887,500.00
1/1/08	1,774,895.00	1,775,000.00	887,500.00

(Includes estimated annual expenses of \$5,000.

APPENDIX C
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

ADDENDUM TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

THIS ADDENDUM is entered into as of this ____ day of _____, _____, between Fort Wayne Municipal Building Corp., an Indiana corporation (the "Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Master Lease with the Lessee dated as of _____, 1997 (the "Master Lease"); and

WHEREAS, the Lessor entered into an Addendum to Master Lease with the Lessee dated as of _____, 1997 (the "Addendum"); and

WHEREAS, it is provided in the Addendum that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the adjusted rental is set forth on Schedule I attached hereto.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed for and on their behalf as of the day and year first above written.

LESSEE

CITY OF FORT WAYNE, INDIANA

By: _____
_____, Mayor

ATTEST:

_____, _____

LESSOR

FORT WAYNE MUNICIPAL BUILDING
CORP.

By: _____
_____, President

ATTEST:

_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me as the Mayor and _____, respectively, of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing addendum to master lease for and on behalf of said municipal corporation.

WITNESS my hand and notarial seal this ____ day of _____, 1997.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Fort Wayne Municipal Building Corp., and acknowledged the execution of the foregoing addendum to master lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of _____, 1997.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

This instrument prepared by _____.

Schedule I to Addendum

Rental Schedule

Payment Date

Amount

APPENDIX D
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

ADDENDUM TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

THIS ADDENDUM is entered into as of this ____ day of _____, _____, between the Fort Wayne Municipal Building Corp., an Indiana corporation (the "Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Master Lease with the Lessee dated as of _____, 1997 (the "Master Lease"); and

WHEREAS, the Lessor entered into an Addendum to Master Lease with the Lessee dated as of _____, 1997 (the "Addendum"); and

WHEREAS, it is provided in the Addendum that there shall be endorsed thereon the date the Premises described in the Addendum, as defined therein, are complete and ready for use and/or occupancy.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the Premises described in the Addendum are complete and ready for use and/or occupancy is _____, _____.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed for and on their behalf as of the day and year first above written.

LESSEE

CITY OF FORT WAYNE, INDIANA

By: _____
_____, Mayor

ATTEST:

_____, _____

LESSOR

FORT WAYNE MUNICIPAL BUILDING
CORP.

By: _____
_____, President

ATTEST:

_____, Secretary

COUNTY OF _____

execution of the foregoing addendum to master lease for and on behalf of said municipal corporation.

WITNESS my hand and notarial seal this ____ day of _____, ____.

A resident of _____ County, IN

My Commission Expires:

COUNTY OF _____

corporation.

WITNESS my hand and notarial seal this ____ day of _____, ____.

A resident of _____ County, IN

My Commission Expires:

This instrument prepared by _____.

MASTER LEASE

by and between

FORT WAYNE MUNICIPAL BUILDING CORP.

and

CITY OF FORT WAYNE, INDIANA

Dated as of _____, 1997

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MASTER LEASE

THIS MASTER LEASE (this "Master Lease"), entered into as of this _____ day of _____, 1997, by and between Fort Wayne Municipal Building Corp., an Indiana corporation (the "Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under by the laws of the State of Indiana (the "Lessee");

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. PREMISES, TERM AND WARRANTY.

(a)(i) The Lessor does hereby lease, demise and let to the Lessee certain real estate in Fort Wayne, Indiana, and/or systems described in one or more addenda to this Master Lease executed by the parties, a form of which is attached hereto as Exhibit A (each, an "Addendum"), and the furnishings, equipment and appurtenances to any such buildings located or to be located on such real estate (such real estate, building and furnishings, systems, equipment and appurtenances, collectively, the "Premises"), to have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging, for the term set forth in each Addendum.

(ii) Notwithstanding the foregoing, the term of this Master Lease as modified by all of the addenda to this Master Lease (collectively, the "Lease") will terminate at the earlier of (x) the exercise by the Lessee of the option to purchase the Premises and the payment of the option price, or (y) the payment or defeasance of all first mortgage bonds issued (i) to finance the cost of the Premises, (ii) to refund such first mortgage bonds, (iii) to refund such first mortgage refunding bonds, or (iv) to improve the Premises.

(iii) The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the Premises, and the Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

2. RENTAL PAYMENTS.

(a) The Lessee agrees to pay rental for the Premises at the rate specified on the Rental Schedule attached to each Addendum, on the dates and pursuant to the specific terms set forth in each Addendum. All rentals payable under the terms of this Lease shall be paid by the Lessee to the trustee (the "Trustee") under the trust indenture (the "Indenture") securing the first mortgage bonds (the "Bonds") to be issued by the Lessor to provide funds for the projects on the Premises. All payments so made by the Lessee shall be considered as payments to the Lessor of the rentals payable hereunder.

3. ADDITIONAL RENTAL PAYMENTS. The Lessee shall pay as further rental for the Premises all taxes and assessments levied against or on account of the Premises or the receipt of lease rental payments hereunder or under any Addendum. The Lessee shall also pay as further rental for the Premises all payments for utilities in connection with the operation of the Premises, all rebate costs associated with the Bonds, and all administrative expenses of the Lessor, including ongoing trustee fees, related to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee at least three (3) days before the last day upon which the same must be paid to avoid delinquency. In case the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify the Lessor, and shall furnish bond with surety to the approval of the Lessor for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the non-payment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined. The Lessee shall pay as further rental the amount calculated by or for the Trustee as the amount required to be paid to the United States Treasury, after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

4. DAMAGE TO PREMISES; ABATEMENT OF RENT. In the event the Premises are partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use by the Lessee, (x) it shall then be the obligation of the Lessor to restore and rebuild the Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 6 hereof, and provided further, the Lessor shall not be required to rebuild or restore the Premises if the Lessee instructs the Lessor not to undertake such work because the Lessee anticipates that either (i) the cost of such work exceeds the amount of insurance proceeds and other amounts available for such purpose, or (ii) the same cannot be completed within the period covered by rental value insurance, and (y) the rent shall be abated for the period during which the Premises or any part thereof is unfit for use by the Lessee, in proportion to the percentage of the area of the Premises which is unfit for use by the Lessee.

5. OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS; PERSONAL PROPERTY. The Lessee shall operate, maintain and repair the Premises during the term of this Lease in good repair, working order and condition at its expense. The Lessee shall use and maintain the Premises in accordance with the laws and ordinances of the United States of America, the State of Indiana and all other proper governmental authorities. The Lessee shall have the right, without the consent of the Lessor, to make all alterations, modifications and additions and to do all improvements it deems necessary or desirable to the Premises which do not reduce the rental value thereof. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by the Lessee. The Lessee need not replace such personal property, but may replace such property at its own expense, which replacement property shall belong to the Lessee. The proceeds of the sale of any personal property covered by this Lease shall be paid to the Trustee. The Lessee may trade in any obsolete or worn out personal property or replacement property which will

belong to the Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property.

6. INSURANCE. The Lessee, at its own expense, shall, during the term of this Lease, keep the Premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or improvements of a similar type, with good and responsible insurance companies. Such insurance shall be in an amount at least equal to the greater of (i) the option to purchase price as set forth in Section 9 hereof, and (ii) one hundred percent (100%) of the full replacement cost of the Premises as certified by a registered architect, registered engineer or professional appraisal engineer selected by the Lessee, on the effective date of this Lease and on or before the first day of April of each year thereafter, provided, such certification shall not be required so long as the amount of such insurance shall be at least equal to the amount specified in (i) above. Such appraisal may be based upon a recognized index of conversion factors. During the term of this Lease, the Lessee shall also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this Section 6. During the full term of this Lease, the Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Premises in an amount not less than One Million Dollars (\$1,000,000) CSL on account of each occurrence with one or more good and responsible insurance companies. The public liability insurance required herein may be by blanket insurance policy or policies. Such policies shall be for the benefit of all persons having an insurable interest in the Premises, and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies, together with a certificate of the insurance commissioner of the State of Indiana certifying that the persons countersigning such policies are duly qualified in the State of Indiana as resident agents of the insurers on whose behalf they may have signed, and the certificate of the architect or engineer hereinbefore referred to, shall be deposited with the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section 6, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

7. ASSIGNMENT AND SUBLETTING. The Lessee shall not assign this Lease or sublet the Premises without the written consent of the Lessor. The Lessor shall not assign this Lease without the written consent of the Lessee, except to the extent provided in the Indenture.

8. TAX COVENANTS. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Lessee represents, covenants and agrees that:

(a) No person or entity, other than the Lessor, the Lessee or another governmental unit, will use proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the Lessor, the Lessee or another governmental unit will own property financed by Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.

(b) No Bond proceeds will be loaned to any entity or person. No Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(c) The Lessor and the Lessee will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code and the regulations thereunder as applicable to the Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on Bond proceeds or other monies treated as Bond proceeds to the federal government as provided in Section 148 of the Code.

(d) The Lessee will file an information report on Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code.

(e) The proceeds from the sale of the Bonds, proceeds received from lease rentals payable according to this Lease, any other amounts received by the Lessor in respect to property directly or indirectly financed with any proceeds of such Bonds, and proceeds from interest earned on the investment and reinvestment of such proceeds and amounts, shall not be invested or otherwise used in a manner which would cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the Bonds.

Notwithstanding any other provisions hereof, the foregoing covenants and authorizations (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal income tax law (the "Tax Exemption") need not be complied with to the extent the Lessee receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

9. OPTION TO PURCHASE.

(a) The Lessor hereby grants to the Lessee the right and option, on any date prior to the expiration of this Lease, upon written notice to the Lessor, to purchase the Premises at a price equal to the amount required to enable the Lessor to pay all indebtedness related to the Premises, including the Bonds, with accrued and unpaid interest to the date on which such indebtedness will be redeemed and all premiums payable on the redemption thereof, and to enable the Lessor to liquidate, if the

Lessor is to be liquidated, by paying the expenses and charges of liquidation, and to pay the cost of transferring the Premises.

(b) Upon request of the Lessee, the Lessor shall furnish an itemized statement setting forth the amounts required to be paid by the Lessee in order to purchase the Premises in accordance with Section 9(a) hereof.

(c) If the Lessee exercises its option to purchase, it shall pay to the Trustee that portion of the purchase price which is required to pay the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to the Lessee a written statement that such amount will be sufficient to retire the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

(d) The remainder of such purchase price shall be paid by the Lessee to the Lessor. Nothing herein contained shall be construed to provide that the Lessee shall be under any obligation to purchase the Premises, or under any obligation in respect to any creditors or other security holders of the Lessor.

(e) Upon the exercise of the option to purchase granted herein, the Lessor will upon such payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease. In the event of purchase of the Premises by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all tax payments required for the transfer of title.

10. OPTION TO RENEW. The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like, or lesser, term as set forth in any Addendum, upon the same or like conditions as herein contained and in such Addendum, and the Lessee may exercise this option by written notice to the Lessor given prior to the expiration of this Lease.

11. TRANSFER TO THE LESSEE. In the event the Lessee has not exercised its option to purchase the Premises in accordance with Section 9 hereof or as set forth in each Addendum and has not exercised its option to renew this Lease in accordance with Section 10 hereof, then, upon expiration of the applicable Addendum and upon full performance by the Lessee of its obligations under this Master Lease as it relates to such Addendum and under such Addendum, the Premises described in such Addendum shall become the absolute property of the Lessee, and, upon the Lessee's request, the Lessor shall execute proper instruments conveying to the Lessee all of the Lessor's title thereto.

12. DEFAULTS.

(a) If the Lessee shall default in the (i) payment of any rentals or other sums payable to the Lessor hereunder, or (ii) observance of any other covenant, agreement or condition hereof and such default shall continue for ninety (90) days after written notice to correct the same, then, in any of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy, including without limitation filing a suit to mandate the appropriation of sufficient funds and the levy of a tax sufficient to raise sufficient funds, or may authorize or delegate the authority to file a suit or make appropriate claims, or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Premises and the Lessee covenants to surrender the same forthwith upon demand.

(b) The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

13. NOTICES. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party, at its last known address.

14. SUCCESSORS OR ASSIGNS. All covenants in this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

15. SEVERABILITY. In the case any section or provision of this Lease, or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Lease or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, which shall be construed and enforced as if that illegal or invalid or inoperable portion were not contained herein.

16. TABLE OF CONTENTS; CAPTIONS. The table of contents appended to this Lease and the captions included throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

17. CONSTRUCTION OF COVENANTS. The Lessor was organized for the purpose of financing the improvements to the Premises contemplated hereby and leasing the same to the Lessee under the provisions of the Indiana Code 36-1-10. Without limiting the foregoing, the Lessee hereby covenants to make an annual appropriation and tax levy at a rate to provide sufficient money

to pay the rentals payable hereunder. All provisions herein contained shall be construed in accordance with the provisions of said statute, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and provisions of said statute, the provisions of said statute shall be deemed to be controlling and binding upon the Lessor and the Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf as of the day and year first hereinabove written.

LESSEE

CITY OF FORT WAYNE, INDIANA,

By: _____
Paul Helmke, Mayor

ATTEST:

_____, _____

LESSOR

FORT WAYNE MUNICIPAL BUILDING
CORP.

By: _____
_____, President

ATTEST:

_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul Helmke and _____, personally known to me as the Mayor and _____, respectively, of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing lease for and on behalf of said municipal corporation.

WITNESS my hand and notarial seal this _____ day of _____, 1997.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Fort Wayne Municipal Building Corp., and acknowledged the execution of the foregoing lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this _____ day of _____, 1997.

A resident of _____, Notary Public
County, IN

My Commission Expires:

This instrument prepared by Mark C. Krcmaric, Esquire, Barnes & Thornburg, 600 1st Source Center, South Bend, Indiana 46601.

EXHIBIT A
TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR
AND CITY OF FORT WAYNE, INDIANA, LESSEE

ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

THIS ADDENDUM (the "Addendum") entered into as of this _____ day of _____, _____, between Fort Wayne Municipal Building Corp., an Indiana corporation (the "Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Master Lease with the Lessee dated as of _____, 1997 (the "Master Lease"); and

WHEREAS, it is provided in the Master Lease the Lessor and the Lessee may enter into one or more addenda which (1) describe certain real estate, buildings located, or to be located, on such real estate, and/or systems to be leased by the Lessor to the Lessee and defined in the Master Lease as the Premises, (2) sets forth the lease term with respect to such real estate, buildings and/or systems, and (3) sets forth the rental payments to be paid the Lessee with respect to such real estate, buildings and/or systems.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that in consideration of the mutual covenants herein contained and in the Master Lease, the undersigned hereby agree as follows:

1. PREMISES, TERM AND WARRANTY.

(a)(i) The Lessor does hereby lease, demise and let to the Lessee certain real estate in Fort Wayne, Indiana, described in Appendix A attached hereto and made a part hereof, a _____ to be acquired, constructed, renovated and expanded thereon by the Lessor according to plans and specifications prepared for the Lessor by _____, and the furnishings, equipment and appurtenances to such buildings (such real estate, building and furnishings, equipment and appurtenances shall be included in the term Premises as used in the Master Lease), to have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging, for a term of _____ () years, beginning on the date the portion of the Premises described in this Addendum are complete and ready for use and/or occupancy.

(ii) Notwithstanding the foregoing, the term of this Addendum will terminate at the earlier of (x) the exercise by the Lessee of the option to purchase the Premises described in this Addendum and the payment of the option price, or (y) the payment or defeasance of all first mortgage bonds issued (i) to finance the cost of the Premises described in this Addendum, (ii) to refund such first mortgage bonds, (iii) to refund such first mortgage refunding bonds, or (iv) to improve the Premises described in this Addendum.

(iii) The date the Premises described in this Addendum are complete and ready for occupancy shall be endorsed on this Addendum at the end hereof in the form of Appendix D attached hereto by the parties hereto as soon as the same can be done after such date and such endorsement shall be recorded as an additional addendum to the Master Lease and this Addendum.

(b) The above-mentioned plans and specifications may be changed, additional construction work may be performed and additional equipment may be purchased by the Lessor, but only with the approval of the Lessee, and only if such changes, additional construction work or additional equipment do not alter the character of the Premises described in this Addendum or reduce the value thereof. Any such additional construction work or additional equipment shall be part of the property covered by the Master Lease. The above-mentioned plans and specifications have been filed with and approved by the Lessee.

2. RENTAL PAYMENTS.

(a) The Lessee agrees to pay rental for the Premises described in this Addendum at the rate specified on the Rental Schedule attached hereto as Appendix B. The first rental installment shall be due on the day that the Premises described in this Addendum are complete and ready for occupancy, or _____ 1, _____, whichever is later, in an amount which provides for rental at the rate so specified from such date until the first January 1 or July 1 following such date. Thereafter, such rental shall be payable in advance in semi-annual installments on January 1 and July 1 of each year. The last semi-annual rental payment due before the expiration of this Addendum shall be adjusted to provide for rental at the rate so specified from the date such installment is due to the date of the expiration of this Addendum.

(b) After the sale of the Bonds issued to finance the project located on Premises described in this Addendum, the annual rental shall be reduced to an amount equal to the multiple of One Thousand and no/100 Dollars (\$1,000.00) next higher to the sum of principal and interest due in each twelve (12) month period commencing each year on January 1 plus _____ Thousand and no/100 Dollars (\$____,000) payable in advance in semi-annual installments. Such amount of adjusted rental shall be endorsed on this Addendum at the end hereof in the form of Appendix C attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds issued to finance the project located on Premises described in this Addendum, and such endorsement shall be recorded as an additional addendum to the Master Lease and this Addendum.

3. OPTION TO PURCHASE.

(a) The Lessor hereby grants to the Lessee the right and option, on any date prior to the expiration of this Addendum, upon written notice to the Lessor, to purchase the Premises described in this Addendum at a price equal to the amount required to enable the Lessor to pay all indebtedness related to the Premises described in this Addendum, including the Bonds issued to finance the project located on the Premises described in this Addendum, with accrued and unpaid interest to the date on which such indebtedness will be redeemed and all premiums payable on the redemption thereof, and to enable the Lessor to liquidate, if the Lessor is to be liquidated, by paying the expenses and charges of liquidation, and to pay the cost of transferring the Premises described in this Addendum.

(b) Upon request of the Lessee, the Lessor shall furnish an itemized statement setting forth the amounts required to be paid by the Lessee in order to purchase the Premises described in this Addendum in accordance with Section 3(a) hereof.

(c) If the Lessee exercises its option to purchase, it shall pay to the Trustee that portion of the purchase price which is required to pay the Bonds issued to finance the Premises subject to this Addendum, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to the Lessee a written statement that such amount will be sufficient to retire such Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

(d) The remainder of such purchase price shall be paid by the Lessee to the Lessor. Nothing herein or in the Master Lease contained shall be construed to provide that the Lessee shall be under any obligation to purchase the Premises described in this Addendum, or under any obligation in respect to any creditors or other security holders of the Lessor.

(e) Upon the exercise of the option to purchase granted herein, the Lessor will upon such payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in the Master Lease or this Addendum. In the event of purchase of the Premises described in this Addendum by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all tax payments required for the transfer of title.

4. PART OF MASTER LEASE.

This Addendum is executed and delivered pursuant to the Master Lease and is subject to the provisions of the Master Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first hereinabove written.

LESSEE

CITY OF FORT WAYNE, INDIANA

By: _____
_____, Mayor

ATTEST:

_____, _____

LESSOR

FORT WAYNE MUNICIPAL BUILDING
CORP.

By: _____
_____, President

ATTEST:

_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me as the Mayor and _____, respectively, of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing addendum for and on behalf of said municipal corporation.

WITNESS my hand and notarial seal this ____ day of _____, _____.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Fort Wayne Municipal Building Corp., and acknowledged the execution of the foregoing addendum for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of _____, _____.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

This instrument prepared by _____.

APPENDIX A
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

DESCRIPTION

APPENDIX B
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

LEASE RENTAL SCHEDULE

APPENDIX C
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

ADDENDUM TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

THIS ADDENDUM is entered into as of this ____ day of _____, _____, between Fort Wayne Municipal Building Corp., an Indiana corporation (the "Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Master Lease with the Lessee dated as of _____, 1997 (the "Master Lease"); and

WHEREAS, the Lessor entered into an Addendum to Master Lease with the Lessee dated as of _____, _____ (the "Addendum"); and

WHEREAS, it is provided in the Addendum that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the adjusted rental is set forth on Schedule I attached hereto.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed for and on their behalf as of the day and year first above written.

LESSEE

CITY OF FORT WAYNE, INDIANA

By: _____
_____, Mayor

ATTEST:

_____, _____

LESSOR

FORT WAYNE MUNICIPAL BUILDING
CORP.

By: _____
_____, President

ATTEST:

_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me as the Mayor and _____, respectively, of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing addendum to master lease for and on behalf of said municipal corporation.

WITNESS my hand and notarial seal this ____ day of _____, ____.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Fort Wayne Municipal Building Corp., and acknowledged the execution of the foregoing addendum to master lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of _____, ____.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

This instrument prepared by _____.

Schedule I to Addendum

Rental Schedule

Payment Date

Amount

APPENDIX D
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

ADDENDUM TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR
AND CITY OF FORT WAYNE, INDIANA, LESSEE

THIS ADDENDUM is entered into as of this ____ day of _____, _____, between the Fort Wayne Municipal Building Corp., an Indiana corporation (the "Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Master Lease with the Lessee dated as of _____, 1997 (the "Master Lease"); and

WHEREAS, the Lessor entered into an Addendum to Master Lease with the Lessee dated as of _____, _____ (the "Addendum"); and

WHEREAS, it is provided in the Addendum that there shall be endorsed thereon the date the Premises described in the Addendum, as defined therein, are complete and ready for use and/or occupancy.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the Premises described in the Addendum are complete and ready for use and/or occupancy is _____, _____.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed for and on their behalf as of the day and year first above written.

LESSEE

CITY OF FORT WAYNE, INDIANA

By: _____
_____, Mayor

ATTEST:

_____, _____

LESSOR

FORT WAYNE MUNICIPAL BUILDING
CORP.

By: _____
_____, President

ATTEST:

_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me as the Mayor and _____, respectively, of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing addendum to master lease for and on behalf of said municipal corporation.

WITNESS my hand and notarial seal this ____ day of _____, ____.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Fort Wayne Municipal Building Corp., and acknowledged the execution of the foregoing addendum to master lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of _____, ____.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

This instrument prepared by _____.



The City of Fort Wayne

Paul Helmke, Mayor

Memorandum

R-97-07-05

To: MEMBERS OF COMMON COUNCIL

From: J. TIMOTHY MCCAULAY, CORPORATION COUNSEL

Date: July 7, 1997

Re: BUILDING CORPORATION LEASE

This Resolution is step 3. of the project to finance certain improvements to the Murray Street complex, the new animal control shelter, and two fire stations. This resolution is a statutory requirement for the approval of the Master Lease; however, this resolution is not the final approval of the Master Lease.

Financing Discussion

7/8/97

Originally planned during 1997 budget process:

At the time of the budget we were uncertain as to the method of financing that would be used. In the Reimbursement Resolution R-81-96 for these projects, it states that the financing would be through leases or general obligation bonds. This financing was budgeted conservatively as if it was a bond issue. In the case of a bond issue, payments can be made soon after funds are received without regard to completion status of projects. Following is the budgeted payments approved by Council for 1997:

Animal Control Building	\$187,581
Wallace Street Complex	309,192
Fire Stations & land	188,147
800 MHZ	<u>254,635</u>
Total	\$939,555

These payments were based on estimated costs at the time and were for only a partial year. It was estimated that a full year payment would be \$2,034,000.

Building Corporation Lease Financing:

In this type of financing, the State Board of Accounts takes the position that a municipality cannot make lease payments on projects until they are substantially complete. With this project, only Fire Station #10, Crescent Avenue, would be substantially complete in 1997. The Animal Control Building and Fire Station #4, Lahmeyer Road, would be complete late 1998. The Wallace Street Complex would not be completed until 1999.

Therefore, the first lease payment will not be until January 10, 1999. It is necessary to budget that payment in 1998 so that funds are available by the due date. Alternatively, the City could budget the first payment in 1999 and borrow through a tax anticipation warrant for funds to be available at the due date. The anticipated budget for debt is as follows:

1998	\$ 356,915
1999-2008	\$1,770,000 approx. per year

800 MHZ

The 800 MHZ project is still in the planning stages and will not be part of this financing. If it is determined that a system will be purchased, the financing could be added to this existing Building Corporation Lease, upon Council approval.

Land

Unlike a bond, the City cannot finance land held for future construction under Building Corporation Lease Financing rules. The City had two options (1) use a small General Obligation bond for such land purchases, or (2) pay for the land outright. It is proposed

to use \$578,000 of the 1997 unused appropriation for lease payments (4300's) and apply it towards the land purchases (4400's) instead of financing. It is felt that this is the most fiscally responsible choice. The remaining unused appropriation of around \$362,000 would be disappropriated and used for the 1998 budget.

Kathy Friend

ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

THIS ADDENDUM (the "Addendum") entered into as of this 1st day of August, 1997, between Fort Wayne Municipal Building Corp., an Indiana corporation (the "Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Master Lease with the Lessee dated as of August 1, 1997 (the "Master Lease"); and

WHEREAS, it is provided in the Master Lease the Lessor and the Lessee may enter into one or more addenda which (1) describe certain real estate, buildings located, or to be located, on such real estate, and/or systems to be leased by the Lessor to the Lessee and defined in the Master Lease as the Premises, (2) sets forth the lease term with respect to such real estate, buildings and/or systems, and (3) sets for the rental payments to be paid the Lessee with respect to such real estate, buildings and/or systems.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that in consideration of the mutual covenants herein contained and in the Master Lease, the undersigned hereby agree as follows:

1. PREMISES, TERM AND WARRANTY.

(a)(i) The Lessor does hereby lease, demise and let to the Lessee certain real estate in Fort Wayne, Indiana, described in Appendix A attached hereto and made a part hereof, improvements to a municipal complex, an Animal Control Department facility, and two new fire stations to be acquired, constructed, renovated and expanded thereon by the Lessor according to plans and specifications prepared for the Lessor and the furnishings, equipment and appurtenances to such buildings (such real estate, building and furnishings, equipment and appurtenances shall be included in the term Premises as used in the Master Lease), to have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging, for a term of eleven (11) years, beginning on the date a portion of the Premises described in this Addendum are complete and ready for use and/or occupancy.

(ii) Notwithstanding the foregoing, the term of this Addendum will terminate at the earlier of (x) the exercise by the Lessee of the option to purchase the Premises described in this Addendum and the payment of the option price, or (y) the payment or defeasance of all first mortgage bonds issued (i) to finance the cost of the Premises described in this Addendum, (ii) to refund such first mortgage bonds, (iii) to refund such first mortgage refunding bonds, or (iv) to improve the Premises described in this Addendum.

(iii) The date the Premises described in this Addendum are complete and ready for occupancy shall be endorsed on this Addendum at the end hereof in the form of Appendix D attached hereto by the parties hereto as soon as the same can be done after such date and such endorsement shall be recorded as an additional addendum to the Master Lease and this Addendum.

(b) The above-mentioned plans and specifications may be changed, additional construction work may be performed and additional equipment may be purchased by the Lessor, but only with the approval of the Lessee, and only if such changes, additional construction work or additional equipment do not alter the character of the Premises described in this Addendum or reduce the value thereof. Any such additional construction work or additional equipment shall be part of the property covered by the Master Lease. The above-mentioned plans and specifications have been filed with and approved by the Lessee.

2. RENTAL PAYMENTS.

(a) The Lessee agrees to pay rental for the Premises described in this Addendum at the rate specified on the Rental Schedule attached hereto as Appendix B. The first rental installment shall be due on the day that the Premises described in this Addendum are complete and ready for occupancy, or January 10, 1999, whichever is later, in an amount which provides for rental at the rate so specified from such date until the first January 10 or July 10 following such date. Thereafter, such rental shall be payable in advance in semi-annual installments on January 10 and July 10 of each year. The last semi-annual rental payment due before the expiration of this Addendum shall be adjusted to provide for rental at the rate so specified from the date such installment is due to the date of the expiration of this Addendum.

(b) After the sale of the Bonds issued to finance the project located on Premises described in this Addendum, the annual rental shall be reduced to an amount equal to the multiple of One Thousand and no/100 Dollars (\$1,000.00) next higher to the sum of principal and interest due in each twelve (12) month period commencing each year on January 10 plus Five Thousand and no/100 Dollars (\$5,000) payable in advance in semi-annual installments. Such amount of adjusted rental shall be endorsed on this Addendum at the end hereof in the form of Appendix C attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds issued to finance the project located on Premises described in this Addendum, and such endorsement shall be recorded as an additional addendum to the Master Lease and this Addendum.

3. OPTION TO PURCHASE.

(a) The Lessor hereby grants to the Lessee the right and option, on any date prior to the expiration of this Addendum, upon written notice to the Lessor, to purchase the Premises described in this Addendum at a price equal to the amount required to enable the Lessor to pay all indebtedness related to the Premises described in this Addendum, including the Bonds issued to finance the project located on the Premises described in this Addendum, with accrued and unpaid interest to the date on which such indebtedness will be redeemed and all premiums payable on the redemption thereof, and

to enable the Lessor to liquidate, if the Lessor is to be liquidated, by paying the expenses and charges of liquidation, and to pay the cost of transferring the Premises described in this Addendum.

(b) Upon request of the Lessee, the Lessor shall furnish an itemized statement setting forth the amounts required to be paid by the Lessee in order to purchase the Premises described in this Addendum in accordance with Section 3(a) hereof.

(c) If the Lessee exercises its option to purchase, it shall pay to the Trustee that portion of the purchase price which is required to pay the Bonds issued to finance the Premises subject to this Addendum, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to the Lessee a written statement that such amount will be sufficient to retire such Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

(d) The remainder of such purchase price shall be paid by the Lessee to the Lessor. Nothing herein or in the Master Lease contained shall be construed to provide that the Lessee shall be under any obligation to purchase the Premises described in this Addendum, or under any obligation in respect to any creditors or other security holders of the Lessor.

(e) Upon the exercise of the option to purchase granted herein, the Lessor will upon such payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in the Master Lease or this Addendum. In the event of purchase of the Premises described in this Addendum by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all tax payments required for the transfer of title.

4. PART OF MASTER LEASE.

This Addendum is executed and delivered pursuant to the Master Lease and is subject to the provisions of the Master Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first hereinabove written.

LESSEE

CITY OF FORT WAYNE, INDIANA

By: Paul Helmke

Paul Helmke, Mayor

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, City Clerk

LESSOR

FORT WAYNE MUNICIPAL BUILDING
CORP.

By: Rebecca Fisher

Rebecca Fisher, President

ATTEST:

Phillip Olofson
Phillip Olofson, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul Helmke and Sandra E. Kennedy, personally known to me as the Mayor and City Clerk, respectively, of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing addendum for and on behalf of said municipal corporation.

WITNESS my hand and notarial seal this 14th day of August, 1997.



JEANINE A. ERPELDING, Notary Public
Allen County, Indiana
My Commission Expires Oct. 4, 1997

Jeanine A. Erpelding
Jeanine A. Erpelding, Notary Public
A resident of Allen County, IN

My Commission Expires:

October 4, 1997

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rebecca Fisher and Phillip Olofson, personally known to me to be the President and Secretary, respectively, of the Fort Wayne Municipal Building Corp., and acknowledged the execution of the foregoing addendum for and on behalf of said corporation.

WITNESS my hand and notarial seal this 15th day of August, 1997.



JEANINE A. ERPELDING, Notary Public
Allen County, Indiana
My Commission Expires Oct. 4, 1997

Jeanine A. Erpelding
Jeanine A. Erpelding, Notary Public
A resident of Allen County, IN

My Commission Expires:

October 4, 1997

This instrument prepared by Mark C. Krcmaric, Esquire, Barnes & Thornburg, 600 1st Source Center, South Bend, Indiana 46601.

APPENDIX A
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

DESCRIPTION

**FORT WAYNE MUNICIPAL BUILDING CORPORATION
LEGAL DESCRIPTIONS**

EXHIBIT A

Fire Shop/Garage

305 Murray Street - combined with 307 Murray Street

Legal Description:

Lot A Hamiltons 5th & W 72 x 320.08 B/W Lot A & Lafayette Street

Sign Shop - Traffic Signal Shop

1730 South Lafayette Street - combined with 1710 South Lafayette Street

Legal Description:

Lots 33 to 35 88 to 90 Hamiltons 2nd Add

Street Maintenance - City Garage

1705 South Lafayette Street - combined with 1701 South Lafayette Street

Legal Description:

Lots 125 to 141 incl & Lots 152 to 165 incl & vac sts & alleys exc St Lewis Add

Street Lighting

335 Murray Street

Legal Description:

E 100 Ft x 320.08 B/W Lot A Hamiltons 5th Add & Lafayette St

Technical Services

1825 Lafayette Street

Legal Description:

S 20 Ft Lot 213 Lewis Add all Lots 214 215

Animal Care and Control

3200 Hillegas Road

Legal Description:

1 A NW Cor NW1/4 Sec 33 & Lots 1 thru 4 Ex Hwy & Lots 21 thru 25 Pierce Park &
½ Vac St Adj Lot 25 on S

Fire Station # 10**Crescent Avenue****Legal Description: Exhibit A**

Lot Number 43 except the South 5 feet thereof; and Lot Number 44, except that part appropriated for Anthony Boulevard-Crescent Avenue intersection right-of-way, together with Lots Numbered 45, 46, 47 and 48, all in Paramount Place Addition, the plat of which is recorded in Plat Book 12, page 68 in the Office of the Recorder of Allen County, Indiana, also together with that part of vacated Hazelwood Avenue, lying North of the aforesaid lots as vacated by Declaratory Resolution No. 904-1955, also together with that part of vacated Hazelwood Avenue, 60 feet wide, as opened by Declaratory Resolution 905-1955, and subsequently vacated by Declaratory Resolution No. 1071-1961, said part lying West of the Northerly projection of the East line of Lot Number 48 in said Paramount Place Addition, also together with parts of Lot Number 9 in St. Joseph Park Addition, the plat of which is recorded in Plat Book 3, page 68 in the Office of said Recorder, said parts also lying West of the Northerly projection of the East line of said Lot Number 48, all together being more particularly described as follows, to-wit:

BEGINNING on the Easterly right-of-way line of Crescent Avenue at a point situated 206.41 feet, South 39 degrees 42 minutes West (deed bearing and is used as the basis for the bearings in this description) from the point of intersection of said Easterly right-of-way line with the Southerly right-of-way line of Hazelwood Avenue as it presently exists, said point of beginning being also the Southwest corner of a 0.49 acre tract of land conveyed to Peoples Trust and Savings Company, as Parcel 2, by deed dated August 27, 1968 and recorded in Deed Record 712, pages 347-350 in the Office of the Recorder of Allen County, Indiana; thence South 36 degrees 02 minutes 02 seconds West on said Easterly right-of-way line, a distance of 57.43 feet to a point on said Easterly right-of-way line as described in Document Number 89-47513 in the Office of said Recorder; thence continuing on said Easterly right-of-way line, the following 4 courses: South 33 degrees 59 minutes 12 seconds West, 50.25 feet; South 28 degrees 23 minutes 14 seconds West, 50.99 feet, South 20 degrees 07 minutes 34 seconds West, 42.45 feet, and South 12 degrees 47 minutes 34 seconds West, 25.96 feet to the point of intersection of said Easterly right-of-way line with the Westerly extension of the South lines of aforesaid Lots Numbered 45, 46, 47 and 48 in Paramount Place Addition; thence South 89 degrees 56 minutes East, on said Westerly extension and the South lines of said Lots Numbered 45, 46, 47 and 48, a distance of 285.26 feet to the Southeast corner of said Lot Number 48, being also the Southwest corner of a 1.15 acre tract of land conveyed to Peoples Trust and Savings Company, as parcel I in aforesaid Deed Record 712, pages 347-350 in the Office of said Recorder; thence North 00 degrees 12 minutes 00 seconds West (recorded North 00 degrees 13 minutes West by adjoining deed), on and along the East line of said Lot Number 48 and the Northerly projection thereof, being also a Westerly line of said 1.15 acre tract, a distance 169.20 feet; thence South 88 degrees 57 minutes 40 seconds West, 140.00 feet; thence North 00 degrees 12 minutes 00 seconds West, 32.50 feet to the South line of said 0.49 acre tract; thence South 88 degrees 57 minutes 40 seconds West (recorded South 88 degrees 53 minutes 09 seconds West by adjoining deed), on said South line, 38.11 feet to the point of beginning, containing 1.00 acre of land, more or less.

Northeast Fire Station**Lahmeyer Property****Legal Description:**

Part of the Northeast Quarter of the Northeast Quarter of Section 27, Township 31 North, Range 13 East, in Allen County, Indiana, more particularly described as follows, to wit:

Beginning at the Southwest corner of the Northeast Quarter of said Northeast Quarter; thence Northerly, on and along the West line of the Northeast Quarter of said Northeast Quarter and within the right-of-way of Lahmeyer Road, a distance of 267.0 feet; thence Easterly, by a deflection angle right of 90 degrees 51 minutes and parallel with the South line of the Northeast Quarter of Said Northeast Quarter, a distance of 350.0 feet to a 5/8 inch rod; thence Southerly, by a deflection angle right of 89 degrees 09 minutes and parallel with said West line, a distance of 267.0 feet to the South line of the Northeast Quarter of said Northeast Quarter; thence Westerly, on and along said South line, a distance of 350.0 feet to the point of beginning, containing 2.145 acres of land, subject to legal right-of-way for Lahmeyer Road and subject to all easements of record.

This property is in Zone X, as the description plots by scale on Flood Insurance Rate Map No. 18003C 0285E, effective February 16, 1995.

APPENDIX B
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

LEASE RENTAL SCHEDULE

City of Fort Wayne, Indiana
Lease Payments

<u>Date</u>	<u>Debt Service (1)</u>	<u>Annual Lease Payments</u>	<u>Semi-Annual Lease Payment</u>
1/10/99	\$ 361,915.00	\$ 362,000.00	\$ 362,000.00
7/10/99			882,000.00
1/10/00	1,763,830.00	1,764,000.00	882,000.00
7/10/00			886,000.00
1/10/01	1,771,355.00	1,772,000.00	886,000.00
7/10/01			887,500.00
1/10/02	1,774,195.00	1,775,000.00	887,500.00
7/10/02			889,000.00
1/10/03	1,777,220.00	1,778,000.00	889,000.00
7/10/03			890,500.00
1/10/04	1,780,010.00	1,781,000.00	890,500.00
7/10/04			891,500.00
1/10/05	1,782,130.00	1,783,000.00	891,500.00
7/10/05			892,000.00
1/10/06	1,783,130.00	1,784,000.00	892,000.00
7/10/06			891,500.00
1/10/07	1,782,545.00	1,783,000.00	891,500.00
7/10/07			887,500.00
1/10/08	1,774,895.00	1,775,000.00	887,500.00

(Includes estimated annual expenses of \$5,000.)

APPENDIX C
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

ADDENDUM TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

THIS ADDENDUM is entered into as of this ____ day of _____, _____, between Fort Wayne Municipal Building Corp., an Indiana corporation (the "Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Master Lease with the Lessee dated as of August 1, 1997 (the "Master Lease"); and

WHEREAS, the Lessor entered into an Addendum to Master Lease with the Lessee dated as of August 1, 1997 (the "Addendum"); and

WHEREAS, it is provided in the Addendum that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the adjusted rental is set forth on Schedule I attached hereto.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed for and on their behalf as of the day and year first above written.

LESSEE

CITY OF FORT WAYNE, INDIANA

By: _____
_____, Mayor

ATTEST:

_____, _____

LESSOR

FORT WAYNE MUNICIPAL BUILDING
CORP.

By: _____
_____, President

ATTEST:

_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me as the Mayor and _____, respectively, of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing addendum to master lease for and on behalf of said municipal corporation.

WITNESS my hand and notarial seal this ____ day of _____, ____.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Fort Wayne Municipal Building Corp., and acknowledged the execution of the foregoing addendum to master lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of _____, ____.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

This instrument prepared by _____.

Schedule I to Addendum

Rental Schedule

Payment Date

Amount

APPENDIX D
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

ADDENDUM TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

THIS ADDENDUM is entered into as of this ____ day of _____, _____, between the Fort Wayne Municipal Building Corp., an Indiana corporation (the "Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Master Lease with the Lessee dated as of August 1, 1997 (the "Master Lease"); and

WHEREAS, the Lessor entered into an Addendum to Master Lease with the Lessee dated as of August 1, 1997 (the "Addendum"); and

WHEREAS, it is provided in the Addendum that there shall be endorsed thereon the date the Premises described in the Addendum, as defined therein, are complete and ready for use and/or occupancy.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the Premises described in the Addendum are complete and ready for use and/or occupancy is _____, _____.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed for and on their behalf as of the day and year first above written.

LESSEE

CITY OF FORT WAYNE, INDIANA

By: _____
_____, Mayor

ATTEST:

_____, _____

LESSOR

FORT WAYNE MUNICIPAL BUILDING
CORP.

By: _____
_____, President

ATTEST:

_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me as the Mayor and _____, respectively, of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing addendum to master lease for and on behalf of said municipal corporation.

WITNESS my hand and notarial seal this ____ day of _____, ____.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Fort Wayne Municipal Building Corp., and acknowledged the execution of the foregoing addendum to master lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of _____, ____.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

This instrument prepared by _____.

MASTER LEASE

by and between

FORT WAYNE MUNICIPAL BUILDING CORP.

and

CITY OF FORT WAYNE, INDIANA

Dated as of August 1, 1997

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MASTER LEASE

THIS MASTER LEASE (this "Master Lease"), entered into as of this 1st day of August, 1997, by and between Fort Wayne Municipal Building Corp., an Indiana corporation (the "Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under by the laws of the State of Indiana (the "Lessee");

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. PREMISES, TERM AND WARRANTY.

(a)(i) The Lessor does hereby lease, demise and let to the Lessee certain real estate in Fort Wayne, Indiana, and/or systems described in one or more addenda to this Master Lease executed by the parties, a form of which is attached hereto as Exhibit A (each, an "Addendum"), and the furnishings, equipment and appurtenances to any such buildings located or to be located on such real estate (such real estate, building and furnishings, systems, equipment and appurtenances, collectively, the "Premises"), to have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging, for the term set forth in each Addendum.

(ii) Notwithstanding the foregoing, the term of this Master Lease as modified by all of the addenda to this Master Lease (collectively, the "Lease") will terminate at the earlier of (x) the exercise by the Lessee of the option to purchase the Premises and the payment of the option price, or (y) the payment or defeasance of all first mortgage bonds issued (i) to finance the cost of the Premises, (ii) to refund such first mortgage bonds, (iii) to refund such first mortgage refunding bonds, or (iv) to improve the Premises.

(iii) The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the Premises, and the Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

2. RENTAL PAYMENTS.

(a) The Lessee agrees to pay rental for the Premises at the rate specified on the Rental Schedule attached to each Addendum, on the dates and pursuant to the specific terms set forth in each Addendum. All rentals payable under the terms of this Lease shall be paid by the Lessee to the trustee (the "Trustee") under the trust indenture (the "Indenture") securing the first mortgage bonds (the "Bonds") to be issued by the Lessor to provide funds for the projects on the Premises. All payments so made by the Lessee shall be considered as payments to the Lessor of the rentals payable hereunder.

3. ADDITIONAL RENTAL PAYMENTS. The Lessee shall pay as further rental for the Premises all taxes and assessments levied against or on account of the Premises or the receipt of lease rental payments hereunder or under any Addendum. The Lessee shall also pay as further rental for the Premises all payments for utilities in connection with the operation of the Premises, all rebate costs associated with the Bonds, and all administrative expenses of the Lessor, including ongoing trustee fees, related to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee at least three (3) days before the last day upon which the same must be paid to avoid delinquency. In case the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify the Lessor, and shall furnish bond with surety to the approval of the Lessor for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the non-payment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined. The Lessee shall pay as further rental the amount calculated by or for the Trustee as the amount required to be paid to the United States Treasury, after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

4. DAMAGE TO PREMISES; ABATEMENT OF RENT. In the event the Premises are partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use by the Lessee, (x) it shall then be the obligation of the Lessor to restore and rebuild the Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 6 hereof, and provided further, the Lessor shall not be required to rebuild or restore the Premises if the Lessee instructs the Lessor not to undertake such work because the Lessee anticipates that either (i) the cost of such work exceeds the amount of insurance proceeds and other amounts available for such purpose, or (ii) the same cannot be completed within the period covered by rental value insurance, and (y) the rent shall be abated for the period during which the Premises or any part thereof is unfit for use by the Lessee, in proportion to the percentage of the area of the Premises which is unfit for use by the Lessee.

5. OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS; PERSONAL PROPERTY. The Lessee shall operate, maintain and repair the Premises during the term of this Lease in good repair, working order and condition at its expense. The Lessee shall use and maintain the Premises in accordance with the laws and ordinances of the United States of America, the State of Indiana and all other proper governmental authorities. The Lessee shall have the right, without the consent of the Lessor, to make all alterations, modifications and additions and to do all improvements it deems necessary or desirable to the Premises which do not reduce the rental value thereof. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by the Lessee. The Lessee need not replace such personal property, but may replace such property at its own expense, which replacement property shall belong to the Lessee. The proceeds of the sale of any personal property covered by this Lease shall be paid to the Trustee. The Lessee may trade in any obsolete or worn out personal property or replacement property which will

belong to the Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property.

6. INSURANCE. The Lessee, at its own expense, shall, during the term of this Lease, keep the Premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or improvements of a similar type, with good and responsible insurance companies. Such insurance shall be in an amount at least equal to the greater of (i) the option to purchase price as set forth in Section 9 hereof, and (ii) one hundred percent (100%) of the full replacement cost of the Premises as certified by a registered architect, registered engineer or professional appraisal engineer selected by the Lessee, on the effective date of this Lease and on or before the first day of April of each year thereafter, provided, such certification shall not be required so long as the amount of such insurance shall be at least equal to the amount specified in (i) above. Such appraisal may be based upon a recognized index of conversion factors. During the term of this Lease, the Lessee shall also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this Section 6. During the full term of this Lease, the Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Premises in an amount not less than One Million Dollars (\$1,000,000) CSL on account of each occurrence with one or more good and responsible insurance companies. The public liability insurance required herein may be by blanket insurance policy or policies. Such policies shall be for the benefit of all persons having an insurable interest in the Premises, and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies, together with a certificate of the insurance commissioner of the State of Indiana certifying that the persons countersigning such policies are duly qualified in the State of Indiana as resident agents of the insurers on whose behalf they may have signed, and the certificate of the architect or engineer hereinbefore referred to, shall be deposited with the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section 6, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

7. ASSIGNMENT AND SUBLETTING. The Lessee shall not assign this Lease or sublet the Premises without the written consent of the Lessor. The Lessor shall not assign this Lease without the written consent of the Lessee, except to the extent provided in the Indenture.

8. TAX COVENANTS. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Lessee represents, covenants and agrees that:

(a) No person or entity, other than the Lessor, the Lessee or another governmental unit, will use proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the Lessor, the Lessee or another governmental unit will own property financed by Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.

(b) No Bond proceeds will be loaned to any entity or person. No Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(c) The Lessor and the Lessee will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code and the regulations thereunder as applicable to the Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on Bond proceeds or other monies treated as Bond proceeds to the federal government as provided in Section 148 of the Code.

(d) The Lessee will file an information report on Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code.

(e) The proceeds from the sale of the Bonds, proceeds received from lease rentals payable according to this Lease, any other amounts received by the Lessor in respect to property directly or indirectly financed with any proceeds of such Bonds, and proceeds from interest earned on the investment and reinvestment of such proceeds and amounts, shall not be invested or otherwise used in a manner which would cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the Bonds.

Notwithstanding any other provisions hereof, the foregoing covenants and authorizations (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal income tax law (the "Tax Exemption") need not be complied with to the extent the Lessee receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

9. OPTION TO PURCHASE.

(a) The Lessor hereby grants to the Lessee the right and option, on any date prior to the expiration of this Lease, upon written notice to the Lessor, to purchase the Premises at a price equal to the amount required to enable the Lessor to pay all indebtedness related to the Premises, including the Bonds, with accrued and unpaid interest to the date on which such indebtedness will be redeemed and all premiums payable on the redemption thereof, and to enable the Lessor to liquidate, if the

Lessor is to be liquidated, by paying the expenses and charges of liquidation, and to pay the cost of transferring the Premises.

(b) Upon request of the Lessee, the Lessor shall furnish an itemized statement setting forth the amounts required to be paid by the Lessee in order to purchase the Premises in accordance with Section 9(a) hereof.

(c) If the Lessee exercises its option to purchase, it shall pay to the Trustee that portion of the purchase price which is required to pay the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to the Lessee a written statement that such amount will be sufficient to retire the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

(d) The remainder of such purchase price shall be paid by the Lessee to the Lessor. Nothing herein contained shall be construed to provide that the Lessee shall be under any obligation to purchase the Premises, or under any obligation in respect to any creditors or other security holders of the Lessor.

(e) Upon the exercise of the option to purchase granted herein, the Lessor will upon such payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease. In the event of purchase of the Premises by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all tax payments required for the transfer of title.

10. OPTION TO RENEW. The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like, or lesser, term as set forth in any Addendum, upon the same or like conditions as herein contained and in such Addendum, and the Lessee may exercise this option by written notice to the Lessor given prior to the expiration of this Lease.

11. TRANSFER TO THE LESSEE. In the event the Lessee has not exercised its option to purchase the Premises in accordance with Section 9 hereof or as set forth in each Addendum and has not exercised its option to renew this Lease in accordance with Section 10 hereof, then, upon expiration of the applicable Addendum and upon full performance by the Lessee of its obligations under this Master Lease as it relates to such Addendum and under such Addendum, the Premises described in such Addendum shall become the absolute property of the Lessee, and, upon the Lessee's request, the Lessor shall execute proper instruments conveying to the Lessee all of the Lessor's title thereto.

12. DEFAULTS.

(a) If the Lessee shall default in the (i) payment of any rentals or other sums payable to the Lessor hereunder, or (ii) observance of any other covenant, agreement or condition hereof and such default shall continue for ninety (90) days after written notice to correct the same, then, in any of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy, including without limitation filing a suit to mandate the appropriation of sufficient funds and the levy of a tax sufficient to raise sufficient funds, or may authorize or delegate the authority to file a suit or make appropriate claims, or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Premises and the Lessee covenants to surrender the same forthwith upon demand.

(b) The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

13. NOTICES. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party, at its last known address.

14. SUCCESSORS OR ASSIGNS. All covenants in this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

15. SEVERABILITY. In the case any section or provision of this Lease, or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Lease or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, which shall be construed and enforced as if that illegal or invalid or inoperable portion were not contained herein.

16. TABLE OF CONTENTS; CAPTIONS. The table of contents appended to this Lease and the captions included throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

17. CONSTRUCTION OF COVENANTS. The Lessor was organized for the purpose of financing the improvements to the Premises contemplated hereby and leasing the same to the Lessee under the provisions of the Indiana Code 36-1-10. Without limiting the foregoing, the Lessee hereby covenants to make an annual appropriation and tax levy at a rate to provide sufficient money

to pay the rentals payable hereunder. All provisions herein contained shall be construed in accordance with the provisions of said statute, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and provisions of said statute, the provisions of said statute shall be deemed to be controlling and binding upon the Lessor and the Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf as of the day and year first hereinabove written.

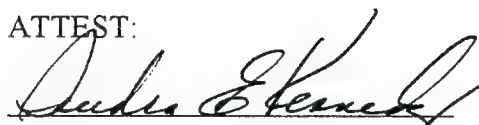
LESSEE

CITY OF FORT WAYNE, INDIANA,

By: 

Paul Helmke, Mayor

ATTEST:


Sandra E. Kennedy, City Clerk

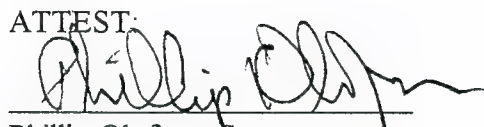
LESSOR

FORT WAYNE MUNICIPAL BUILDING
CORP.

By: 

Rebecca Fisher, President

ATTEST:


Phillip Olofson, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul Helmke and Sandra E. Kennedy, personally known to me as the Mayor and City Clerk, respectively, of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing lease for and on behalf of said municipal corporation.

WITNESS my hand and notarial seal this 14th day of August, 1997.



JEANINE A. ERPELDING, Notary Public
Allen County, Indiana
My Commission Expires Oct. 4, 1997

Jeanine A. Erpelding
Jeanine A. Erpelding, Notary Public
A resident of Allen County, IN

My Commission Expires:

October 4, 1997

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rebecca Fisher and Phillip Olofson personally known to me to be the President and Secretary, respectively, of the Fort Wayne Municipal Building Corp., and acknowledged the execution of the foregoing lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this 15th day of August, 1997.



JEANINE A. ERPELDING, Notary Public
Allen County, Indiana
My Commission Expires Oct. 4, 1997

Jeanine A. Erpelding
Jeanine A. Erpelding, Notary Public
A resident of Allen County, IN

My Commission Expires:

October 4, 1997

This instrument prepared by Mark C. Krcmaric, Esquire, Barnes & Thornburg, 600 1st Source Center, South Bend, Indiana 46601.

EXHIBIT A
TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR
AND CITY OF FORT WAYNE, INDIANA, LESSEE

ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

THIS ADDENDUM (the "Addendum") entered into as of this _____ day of _____, _____, between Fort Wayne Municipal Building Corp., an Indiana corporation (the "Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Master Lease with the Lessee dated as of August 1, 1997 (the "Master Lease"); and

WHEREAS, it is provided in the Master Lease the Lessor and the Lessee may enter into one or more addenda which (1) describe certain real estate, buildings located, or to be located, on such real estate, and/or systems to be leased by the Lessor to the Lessee and defined in the Master Lease as the Premises, (2) sets forth the lease term with respect to such real estate, buildings and/or systems, and (3) sets for the rental payments to be paid the Lessee with respect to such real estate, buildings and/or systems.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that in consideration of the mutual covenants herein contained and in the Master Lease, the undersigned hereby agree as follows:

1. PREMISES, TERM AND WARRANTY.

(a)(i) The Lessor does hereby lease, demise and let to the Lessee certain real estate in Fort Wayne, Indiana, described in Appendix A attached hereto and made a part hereof, a _____ to be acquired, constructed, renovated and expanded thereon by the Lessor according to plans and specifications prepared for the Lessor by _____, and the furnishings, equipment and appurtenances to such buildings (such real estate, building and furnishings, equipment and appurtenances shall be included in the term Premises as used in the Master Lease), to have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging, for a term of _____ () years, beginning on the date the portion of the Premises described in this Addendum are complete and ready for use and/or occupancy.

(ii) Notwithstanding the foregoing, the term of this Addendum will terminate at the earlier of (x) the exercise by the Lessee of the option to purchase the Premises described in this Addendum and the payment of the option price, or (y) the payment or defeasance of all first mortgage bonds issued (i) to finance the cost of the Premises described in this Addendum, (ii) to refund such first mortgage bonds, (iii) to refund such first mortgage refunding bonds, or (iv) to improve the Premises described in this Addendum.

(iii) The date the Premises described in this Addendum are complete and ready for occupancy shall be endorsed on this Addendum at the end hereof in the form of Appendix D attached hereto by the parties hereto as soon as the same can be done after such date and such endorsement shall be recorded as an additional addendum to the Master Lease and this Addendum.

(b) The above-mentioned plans and specifications may be changed, additional construction work may be performed and additional equipment may be purchased by the Lessor, but only with the approval of the Lessee, and only if such changes, additional construction work or additional equipment do not alter the character of the Premises described in this Addendum or reduce the value thereof. Any such additional construction work or additional equipment shall be part of the property covered by the Master Lease. The above-mentioned plans and specifications have been filed with and approved by the Lessee.

2. RENTAL PAYMENTS.

(a) The Lessee agrees to pay rental for the Premises described in this Addendum at the rate specified on the Rental Schedule attached hereto as Appendix B. The first rental installment shall be due on the day that the Premises described in this Addendum are complete and ready for occupancy, or _____ 1, _____, whichever is later, in an amount which provides for rental at the rate so specified from such date until the first January 1 or July 1 following such date. Thereafter, such rental shall be payable in advance in semi-annual installments on January 1 and July 1 of each year. The last semi-annual rental payment due before the expiration of this Addendum shall be adjusted to provide for rental at the rate so specified from the date such installment is due to the date of the expiration of this Addendum.

(b) After the sale of the Bonds issued to finance the project located on Premises described in this Addendum, the annual rental shall be reduced to an amount equal to the multiple of One Thousand and no/100 Dollars (\$1,000.00) next higher to the sum of principal and interest due in each twelve (12) month period commencing each year on January 1 plus _____ Thousand and no/100 Dollars (\$____,000) payable in advance in semi-annual installments. Such amount of adjusted rental shall be endorsed on this Addendum at the end hereof in the form of Appendix C attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds issued to finance the project located on Premises described in this Addendum, and such endorsement shall be recorded as an additional addendum to the Master Lease and this Addendum.

3. OPTION TO PURCHASE.

(a) The Lessor hereby grants to the Lessee the right and option, on any date prior to the expiration of this Addendum, upon written notice to the Lessor, to purchase the Premises described in this Addendum at a price equal to the amount required to enable the Lessor to pay all indebtedness related to the Premises described in this Addendum, including the Bonds issued to finance the project located on the Premises described in this Addendum, with accrued and unpaid interest to the date on which such indebtedness will be redeemed and all premiums payable on the redemption thereof, and to enable the Lessor to liquidate, if the Lessor is to be liquidated, by paying the expenses and charges of liquidation, and to pay the cost of transferring the Premises described in this Addendum.

(b) Upon request of the Lessee, the Lessor shall furnish an itemized statement setting forth the amounts required to be paid by the Lessee in order to purchase the Premises described in this Addendum in accordance with Section 3(a) hereof.

(c) If the Lessee exercises its option to purchase, it shall pay to the Trustee that portion of the purchase price which is required to pay the Bonds issued to finance the Premises subject to this Addendum, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to the Lessee a written statement that such amount will be sufficient to retire such Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

(d) The remainder of such purchase price shall be paid by the Lessee to the Lessor. Nothing herein or in the Master Lease contained shall be construed to provide that the Lessee shall be under any obligation to purchase the Premises described in this Addendum, or under any obligation in respect to any creditors or other security holders of the Lessor.

(e) Upon the exercise of the option to purchase granted herein, the Lessor will upon such payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in the Master Lease or this Addendum. In the event of purchase of the Premises described in this Addendum by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all tax payments required for the transfer of title.

4. PART OF MASTER LEASE.

This Addendum is executed and delivered pursuant to the Master Lease and is subject to the provisions of the Master Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first hereinabove written.

LESSEE

CITY OF FORT WAYNE, INDIANA

By: _____
_____, Mayor

ATTEST:

_____, _____

LESSOR

FORT WAYNE MUNICIPAL BUILDING
CORP.

By: _____
_____, President

ATTEST:

_____, Secretary

APPENDIX A
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

DESCRIPTION

APPENDIX B
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

LEASE RENTAL SCHEDULE

APPENDIX C
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

ADDENDUM TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

THIS ADDENDUM is entered into as of this ____ day of _____, _____, between Fort Wayne Municipal Building Corp., an Indiana corporation (the "Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Master Lease with the Lessee dated as of August 1, 1997 (the "Master Lease"); and

WHEREAS, the Lessor entered into an Addendum to Master Lease with the Lessee dated as of _____, _____ (the "Addendum"); and

WHEREAS, it is provided in the Addendum that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the adjusted rental is set forth on Schedule I attached hereto.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed for and on their behalf as of the day and year first above written.

LESSEE

CITY OF FORT WAYNE, INDIANA

By: _____
_____, Mayor

ATTEST:

_____, _____

LESSOR

FORT WAYNE MUNICIPAL BUILDING
CORP.

By: _____
_____, President

ATTEST:

_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me as the Mayor and _____, respectively, of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing addendum to master lease for and on behalf of said municipal corporation.

WITNESS my hand and notarial seal this ____ day of _____, _____.

A resident of _____, Notary Public
County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Fort Wayne Municipal Building Corp., and acknowledged the execution of the foregoing addendum to master lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this _____ day of _____, _____.

A resident of _____, Notary Public
County, IN

My Commission Expires:

This instrument prepared by _____.

Schedule I to Addendum

Rental Schedule

Payment Date

Amount

APPENDIX D
TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

ADDENDUM TO ADDENDUM TO MASTER LEASE BETWEEN
FORT WAYNE MUNICIPAL BUILDING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

THIS ADDENDUM is entered into as of this ____ day of _____, _____, between the Fort Wayne Municipal Building Corp., an Indiana corporation (the "Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a Master Lease with the Lessee dated as of August 1, 1997 (the "Master Lease"); and

WHEREAS, the Lessor entered into an Addendum to Master Lease with the Lessee dated as of _____, _____ (the "Addendum"); and

WHEREAS, it is provided in the Addendum that there shall be endorsed thereon the date the Premises described in the Addendum, as defined therein, are complete and ready for use and/or occupancy.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the Premises described in the Addendum are complete and ready for use and/or occupancy is _____, _____.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed for and on their behalf as of the day and year first above written.

LESSEE

CITY OF FORT WAYNE, INDIANA

By: _____
_____, Mayor

ATTEST:

_____, _____

LESSOR

FORT WAYNE MUNICIPAL BUILDING
CORP.

By: _____
_____, President

ATTEST:

_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me as the Mayor and _____, respectively, of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing addendum to master lease for and on behalf of said municipal corporation.

WITNESS my hand and notarial seal this ____ day of _____, ____.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Fort Wayne Municipal Building Corp., and acknowledged the execution of the foregoing addendum to master lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this ____ day of _____, ____.

_____, Notary Public
A resident of _____ County, IN

My Commission Expires:

This instrument prepared by _____.

BILL NO. R-97-07-05

REPORT OF THE COMMITTEE ON FINANCE

DONALD J. SCHMIDT - JOHN N. CRAWFORD - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (~~ORDINANCE~~) XXXXXXXXXX (RESOLUTION) of the Common Council
requesting the leasing of municipal facilities and taking other action
regarding the proposed lease

HAVE HAD SAID (~~ORDINANCE~~) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(~~ORDINANCE~~) XXXXXXXXXX (RESOLUTION) _____

DO PASS

DO NOT PASS

ABSTAIN

NO REC

John N. Crawford
Richard Hall
Martin A. Hall

OSchmidt
OSchmidt

DATED: 7/8/97.

Sandra E. Kennedy
City Clerk